

Paul J. Graf
Group Attorney
Transportation Systems & Industrial Group

EVANS
PRODUCTS COMPANY

The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

RECORDATION NO. 6388-6
FEB 27 1984 - 9 40 AM

INTERSTATE COMMERCE COMMISSION

Telephone 312/640-7000

February 22, 1984

Mrs. Mildred Lee
Secretary

Interstate Commerce Commission
Washington, DC 20423

100 Washington, B. C.

RECORDATION NO. 6388-6
FEB 27 1984 - 9 40 AM

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Lee:

INTERSTATE COMMERCE COMMISSION

I have enclosed three originals of the document described below to be recorded pursuant to Section 11303 of Title 49 U.S. Code.

The documents included are a Supplemental Agreement, Bill of Sale and Bill of Sale Reconveyance, secondary documents dated 9/1/83.

The primary document to which these are connected is recorded under Recordation No. 6388.

The names and addresses of the parties to the documents are as follows:

Trustee: Bank of America NTSA
P.O. Box 37000
San Francisco, CA

Borrower: Evans Railcar Leasing Company
2550 Golf Road
Rolling Meadows, IL 60008

A description of the equipment covered by the document follows:

Destroyed Equipment: 1 52'5" RBL Boxcar, USLX 10447, AAR# R206, 1 52'5" 70-ton RBL Boxcar, RSP 2056, AAR# R206, 1 100-ton Coil Car, IC 941028, AAR# F211.

Substitute Equipment: 3 21,000 gallon coiled and insulated tank cars, USLX 21826, 21857, 22013, AAR #T105.

A fee of \$30.00 is enclosed. Please return two originals not needed by the Commission for recordation to Paul J. Graf, Evans Products Company, 2550 Golf Road, Rolling Meadows, IL 60008.

C. D. [Signature]

A short summary of the document to appear in the index follows:
Supplemental Agreement, Bill of Sale and Bill of Sale
Reconveyance pursuant to a Trust Agreement, Recordation Number
6388, between Evans Railcar Leasing Company, 2550 Golf Road,
Rolling Meadows, IL 60008, Borrower; and Bank of America NTSA,
P.O. Box 37000, San Francisco, CA, Trustee, dated 9/1/83 and
covering:

Destroyed Equipment: 1 52'5" RBL Boxcar, USLX 10447, AAR# R206,
1 52'5" 70-ton RBL Boxcar, RSP 2056, AAR# R206, 1 100-ton Coil
Car, IC 941028, AAR# F211.

Substitute Equipment: 3 21,000 gallon coiled and insulated tank
cars, USLX 21826, 21857, 22013, AAR #T105.

Very truly yours,

Paul J. Graf

PJG:sm

Enclosure

Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

2/27/84

Paul J. Graf
Evans Products Co.
The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C.

11303, on 2/27/84 at 9:40am and assigned re-
recording number(s).

6388-L, 6388-M, 6388-N, 6388-O) 6550-M, 6550-N
6550-O, 6550-P) 6972-H, 6972-I)

8829-Q 8829-R
8829-S 8829-T

9423-C 9423-D
9423-E 9423-F
9423-G

9614-C 9614-D

10067-H 10067-I

10067-J 10067-K

10067-L

12837-A 12837-B

12837-C 12837-D

12902-B 12902-C

12902-D 12902-E

Enclosure(s)

JAMES H. BAYNE

Secretary

SE-30
(7/79)

SUPPLEMENTAL AGREEMENT

FEB 27 1984 - 9 40 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT dated as of September 1, 1983, is by and between Bank of America National Trust & Savings Association (hereinafter called the "Trustee") and Evans Railcar Leasing Company (successor to United States Railway Leasing Company and United States Railway Equipment Company), an Illinois corporation (hereinafter called the "Company").

W I T N E S S E T H:

WHEREAS, the Trustee and the Company have executed and delivered with and to each other that certain Equipment Trust Agreement dated as of October 1, 1971, Series 5, (hereinafter called the "Agreement"); and

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. Section 11303 and assigned Recordation No. 6388; and

WHEREAS, pursuant to Section 4.06 of the Agreement, the Company has or will have requested the Trustee to pay over to the Company an amount in cash deposited with the Trustee on account of Destroyed Equipment (as hereinafter defined) as required by Section 4.08 of the Agreement and has or will have sold, assigned and transferred to the Trustee in substitution, therefore, Substitute Equipment (as hereinafter defined); and

WHEREAS, the Company and the Trustee desire to modify and amend the Agreement to release and delete therefrom the Destroyed Equipment and to encumber thereby and substitute therefor the Substitute Equipment.

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto that:

1. The Agreement is hereby amended by releasing from the lien thereof and deleting from Schedule A thereof, the units of Trust Equipment (herein called "Destroyed Equipment") described in Exhibit A hereto.
2. The Agreement is hereby amended by subjecting to the lien thereof and adding to Schedule A thereof, the units of Equipment (herein called "Substitute Equipment") described in Exhibit B hereto.
3. The Company will mark or cause to be marked the Substitute Equipment as provided in Section 4.07 of the Agreement.

4. The terms "Equipment" and Trust Equipment as used in the Agreement shall hereafter, for all purposes, include the Substitute Equipment and shall not hereafter include the Destroyed Equipment.
5. The Company will promptly cause this Supplemental Agreement for the Substitute Equipment to be filed and recorded in accordance with 49 U.S.C. Section 11303.
6. Except as amended and supplemented hereby, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the 1st day of September, 1983.

[CORPORATE SEAL]

ATTEST:

Bank of America National Trust &
Savings Association, as Trustee

Gustave Tones
Assistant Secretary

By: 

[CORPORATE SEAL]

ATTEST:

EVANS RAILCAR LEASING COMPANY

Thomas L. Schoenbeck
Assistant Secretary

By: 

Vice President

EXHIBIT A

SERIES 5

"DESTROYED EQUIPMENT"

<u>Number</u>	<u>Description</u>	<u>Reporting Marks</u>
1	52'5" RBL Boxcar	USLX 10447
1	52'5" 70-ton RBL Boxcar	RSP 2056
1	100-ton Coil Car	IC 941028

EXHIBIT B

SERIES 5

SUBSTITUTE EQUIPMENT

<u>Number</u>	<u>Description</u>	<u>Reporting Marks</u>
3	21,000 Gallon Coiled & Insulated Tank Cars	USLX 21826 USLX 21857 USLX 22013

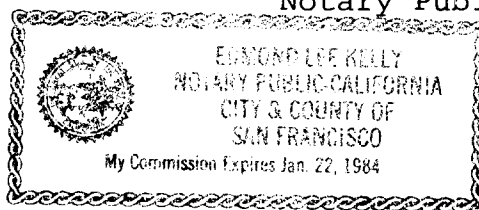
STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

On this 31st day of October, 1983, before me personally appeared E. J. Zupfer and Gustavo Torres, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively, of Bank of America National Trust & Savings Association, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

[Signature]
Notary Public



STATE OF ILLINOIS

COUNTY OF COOK

On this 1st day of September, 1983, before me personally appeared Paul R. Leah and Thomas A. Schoenbeck, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively of EVANS RAILCAR LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

2-4-85

[Signature: Susan S. Muehlfeld]
Notary Public